

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
DISTRICT COURT
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CHUKS LLC d/b/a REAL BROTHER)
COLLECTION,)

Plaintiff,)

v.)

ART ZULU, INC.,)

Defendant.)

CAUSE NO.

1 : 07-cv-1439-LJM-TAB

COMPLAINT FOR BREACH OF CONTRACT AND DEMAND FOR JURY TRIAL

Comes now the Plaintiff, Chuks LLC d/b/a Real Brother Collection ("Plaintiff"), by counsel, Joel S. Paul, and for his Complaint for Breach of Contract against Defendant, Art Zulu, Inc., ("Defendant"), states as follows:

I. NATURE OF ACTION

1. This is a civil action for damages against the Defendant for Breach of Contract in violation of the common law of Indiana.

II. PARTIES

2. Plaintiff is a for-profit corporation incorporated in the State of Indiana. Plaintiff maintains its offices at 7045 American Way, Suite C, Indianapolis, Indiana.

3. Defendant is a for-profit foreign business corporation incorporated in the State of New York and doing business in the State of Indiana. Defendant maintains offices at 260 Fifth Avenue, 8th Floor, New York, New York.

III. JURISDICTION AND VENUE

4. The Court has jurisdiction over this cause of action because diversity of the parties exists pursuant to 28 U.S.C. § 1332. The amount in controversy, exclusive of fees and costs, exceeds the jurisdictional amount of \$75,000.

5. Venue is proper pursuant to 28 U.S.C. § 1391 in that the events giving rise to this cause of action occurred exclusively in Indianapolis, Marion County, Indiana.

IV. CLAIM FOR RELIEF

6. Plaintiff is in the business of distributing a unique clothing line to retailers both domestically and internationally.

7. Defendant is in the business of manufacturing and supplying clothing lines as well as marketing schemes to distributors.

8. On or about November 11, 2005, Plaintiff entered into a contract with Defendant in which Defendant agreed to manufacture, produce, and supply Plaintiff with a unique clothing line. In addition, Defendant agreed to provide Plaintiff with a particular marketing scheme which included the design of a website.

9. Plaintiff paid Defendant the sum of \$27,000 in consideration for Defendant's performance pursuant to the contract.

10. Defendant breached the contract in that it supplied Plaintiff with clothing that was defective and contrary to the specific specifications agreed upon between the parties.

11. Plaintiff allowed Defendant an opportunity to cure the defect and fulfill Defendant's obligations under the contract. To date, however, Defendant has failed to cure the defect and refuses to do so.

12. As a direct result of Defendant's breach, Plaintiff has incurred additional expenses and has lost profits in reasonable reliance upon Defendant's performance under the contract.

V. RELIEF REQUESTED

WHEREFORE, Plaintiff Chuks LLC, d/b/a Real Brother Collection, prays for a judgment in his favor against Defendant, Art Zulu Inc., and that the following be awarded:

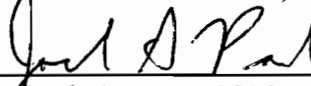
- A. Order Defendant to make the Plaintiff whole for any and all damages flowing directly and naturally from Defendant's breach of contract, including:
 - i. any and all damages incurred as a consequence of Defendant's breach of contract;
 - ii. any and all losses reasonably foreseeable at the time the agreement was entered into by the parties;
 - iii. pre- and post-judgment interest;
 - iv. reasonable attorney fees and costs associated with this action;
 - v. all other legal and/or equitable remedies deemed appropriate by the Court.

DEMAND FOR JURY TRIAL

Plaintiff respectfully requests a trial by jury on all triable issues.

Respectfully submitted,

COLEMAN STEVENSON, LLC



Joel S. Paul, Atty. #422921
Attorney for Plaintiff

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